

**REMARKS**

- Claims 1 – 110 are **currently pending** in the present application.
- Of the currently pending claims, only claims 1, 38, 39, 41 – 46, 97, 101 – 106, and 108 – 110 are **independent**.
- Upon entry of the amendments made herein, which are respectfully requested for the reasons set forth below, claims 30, 44, 105, 108 and 110 will be **cancelled**, and claims 1, 38, 29, 41 – 43, 45, 46, 97, 101, 102 – 104, 106, and 109 will be **amended**. In other words, all independent claims pending after entry of the present amendment will be amended.
- All amendments made herein are fully supported by the specification as filed and no new matter is believed to have been added with this amendment.

**I. Information Disclosure Statement**

All foreign and non-patent literature submitted in the disclosure statements (IDSs) filed 11/10/99 and 11/22/99 were not considered because the copies of the references were allegedly not filed with the IDSs. Applicants are submitting herewith a copy of each foreign patent and literature publication that was listed in these IDSs. Applicants respectfully request that Examiner consider these references when re-examining the Application.

**II. Double Patenting**

Claims 1 – 110 (all of the pending claims) stand provisionally rejected under the judicially created doctrine of double patenting over the claims and specification of co-pending Application No. 09/337,906. (§2, pg. 2 of paper no. 10).

Since the scope of the claims of this Application and the co-pending Application have not yet been determined, Applicants are refraining from filing a terminal disclaimer

at this time. Applicants thank Examiner for informing Applicants of Examiner's intention to assert a double patenting rejection.

### III. §102 Rejection

Claims 1 – 15, 18 – 30, and 38 – 45 stand rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,085,168 to Mori (hereinafter “Mori”). Of these rejected claims only claims 1, 38, 39, and 41 – 45 are independent. Claim 44 has been cancelled herein. Accordingly, the rejection of claims 30 and 44 is now moot. Applicants expressly reserve the right to pursue the subject matter of claim 44 in a continuing application.

#### A. Independent Claims 1, 39, 41, 42, 43, and 45

Claims 1, 38, 39, 41, 42, 43, and 45 have each respectively been amended to recite the following limitation (or a substantially similar one) that is consistent with one or more embodiments of the present invention. This limitation is not taught or suggested by Mori (nor by any other prior art of record, alone or in combination with Mori):

the payment received by a retailer from a party different from the buyer (e.g., a purchasing system), the payment being received in exchange for providing a product to the buyer is

“based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on a second price of the product that the buyer agreed to pay to the party different from the buyer”

(emphasis added)

Mori teaches a system wherein, in electronic commerce, a processing unit of a financial institution freezes funds for a purchase at the request of a purchaser and

subsequently transmits the funds to a seller once a final settlement admission is made by the purchaser and a final settlement request is made by the seller. The funds that are frozen are for the price of the goods or services included in the purchase that the seller charges. There is only one price at issue in Mori. This single price is the price that the purchaser agrees to pay to the seller and that the financial institution transmits to the seller. The purchaser in Mori does not agree with the financial institution, or any other entity besides the seller, to pay a first price for the purchase that is different from a second price for the purchase that is provided to the seller once the purchaser finalizes the purchase.

#### B. Dependent Claims 2 – 29, 31 - 37, and 40

Claims 2 – 29, and 31 – 37, are each respectively dependent on independent claim 1. Accordingly, claims 2 – 29 and 31 – 37 include each of the features recited in claim 1. Claim 40 is dependent on independent claim 39. Accordingly, claim 40 includes each of the features recited in claim 40. Since each of the claims 2 – 29, 31 – 37 and 40 include the feature added in the present amendment, as discussed above, each of the claims 2 – 29, 31 – 37, and 40 are patentable at least for the same reasons as claims 1 and 39 are patentable.

#### 1. Dependent Claims 9 and 10

Claims 9 and 10, each dependent on claim 1, recite that “the redemption information” of claim 1 comprises “penalty information”. Such a feature is not taught or suggested by Mori. Applicants have carefully reviewed Mori and cannot find any teaching or suggestion of penalties or penalty information, much less of such penalty information being included in redemption information that a buyer provides. If Examiner continues to rely on the assertion that Mori teaches or suggests such a feature, Applicants respectfully request that Examiner point to a specific passage in Mori in support thereof. Applicants note that it does not make sense to include penalties or penalty information in Mori since Mori teaches a system where a third party manages transfer of funds for a transaction in a manner that prevents a buyer from reneging on a promise or obligation. Thus there is no need for a penalty in Mori.

## 2. Dependent Claims 13 – 15

Claims 13 – 15, each dependent on claim 1, recite that the “redemption information” of claim 1 comprises “information associated with a plurality of retailers.” Such a feature is not taught or suggested by Mori. In Mori, when a buyer requests that funds be set aside for a particular purchase, the request includes an indication of the seller at which the purchase is to be made. The redemption information that the buyer provides to a seller as assurance of the availability of funds is based on the initial request and thus includes only an indication of the seller at which the buyer is purchasing the product. There is not teaching or suggestion in Mori that the redemption information is associated with more than one seller.

Further, claim 14 recites that “the redemption information” of claim 1 comprises “a plurality of identifiers for a product, each identifier being associated with a different retailer”. Mori does not teach or suggest such a feature. As discussed above, a buyer that makes a request that funds be set aside for a purchase includes an identification of the seller at which the purchase is to occur. The buyer also indicates the product that is to be purchased. Thus, the most that can be said is that the redemption information that the buyer provides to a seller, which is based on the request, includes the product identifier in association with the seller. There is no teaching or suggestion in Mori that more than one product identifier may be associated for a particular product, much less that each of the identifiers for the particular product is associated with a different retailer.

#### IV. §103(a) Rejections

##### A. Independent Claims 46, 102 – 105, and 109

Claims 46, 102 – 105, and 109 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,266,651 to Woolston (hereinafter “Woolston”). Claim 105 has been cancelled herein for reasons unrelated to patentability. Claims 46, 102 – 104, and 109 have each been amended herein to recite that

“the buyer agrees to pay a first price for a product” and the step of (or a substantially similar step)

“providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer,

wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product.”

Such a feature is not taught or suggested by Woolston. Woolston teaches a consignment system where a seller can sell a product through a consignment node. The seller in Woolston may be either a consignment shop or a private seller that provides the product to the consignment shop for purposes of selling. If the seller is a private seller, the consignment shop may keep a percentage of the price that a buyer agrees to provide for the product, as a commission for selling the product. Thus the payment that the consignment shop provides to the seller may be different (i.e. less than) the price that a buyer agreed to pay for the product. However, even though the payment provided to the seller is different, it is still based on the price that the buyer agreed to pay for the product. In the one or more embodiments of Applicants invention encompassed by the amended claims 46, 102 - 104 and 109, the payment provided by the purchasing system to the retailer is based on an agreed upon price of the product as agreed upon between the operator of the purchasing system and the retailer, and is not

based on the price that the buyer agreed to pay for the product. Thus, the payment provided to the retailer when the buyer takes possession of the product is based on the agreed upon price for the product as agreed upon between the operator of the purchasing system and the retailer, irrespective of the price that the buyer agrees to pay for the product.

Further, claims 46, 102 - 104 and 109 each recite that the redemption information enables

“the buyer to take possession of the product at a retailer, different from the seller, that offers the product for sale at a second price.”

Woolston does not teach or suggest that a buyer may take possession of a product purchased through a consignment node at a retailer. Woolston teaches that a buyer may choose to have the purchased product delivered or may elect to not take possession of the product at all but choose to repost it on the electronic market for purposes of resale.

#### B. Dependent claims 47 - 96

Claims 47 – 96 are each dependent on independent claim 46 and each thus respectively include each of the features recited in claim 46. Accordingly, claim 47 – 96 are patentable at least for the same reasons discussed with respect to claim 46.

##### 1. Dependent claims 60 and 61

Claims 60 and 61 each recite that the redemption information comprises “penalty information.” Woolston does not teach or suggest applying a penalty to a party, much less including penalty information in any redemption information.

##### 2. Dependent claims 64 – 66

Claims 64 – 66 each recite that the redemption information of claim 46 “information associated with a plurality of retailers”. Woolston does not teach or suggest such a feature. In Woolston, a buyer purchases a product that is being offered

for sale through a particular consignment node. The particular consignment node may comprise a consignment shop. A consignment shop is a single retailer. Accordingly, only one retailer is associated with a buyer's redemption information.

C. Independent claim 97

Claim 97 stands rejected under 35 U.S.C. §103(a) as unpatentable over Mori in view of Woolston. Claim 97 has been amended herein to recite that a third price that is provided to a retailer,

“wherein the third price is based on an agreement between an operator of the purchasing system and the retailer and not on the first price that the buyer agreed to pay for the product”

Neither Woolston nor Mori, alone or in combination, teach or suggest the above feature. As discussed with respect to claim 1, in Mori a buyer agrees to pay a particular price for a product and a payment based on that price is provided to the seller of the product. There is no separate agreement for a price between a purchasing system through which a product is purchased and the retailer at which the buyer takes possession of the product, where that agreement is for a price distinct from the price the buyer agrees to pay for the product. As discussed with respect to claim 46, Woolston does not teach providing a price to a retailer that is based on an agreement between the retailer and the purchasing system and not on the price that a buyer agreed to pay for the product.

D. Independent Claims 101 and 110

Claims 101 and 110 stand rejected under 35 U.S.C. §103(a) as unpatentable over Mori in view of U.S. Patent No. 5,924,080 to Johnson (hereinafter “Johnson”). Claim 110 has been cancelled herein for reasons not related to patentability. Accordingly, the rejection of claim 110 is now moot. Claims 101 has been amended to recite the following features:

“providing to a retailer at which the buyer took possession of the product a second price,

wherein the second price is a price previously agreed upon between an operator of the purchasing system and at least one of the retailer and the seller and is not based on the first price defined by the buyer”

Neither Mori nor Johnson, alone or in combination, teach or suggest the above feature. As discussed with reference to claim 1, in Mori a buyer agrees to pay a particular price for a product and a payment based on that price is provided to the seller of the product. There is no separate agreement in Mori for a price of the product reached between a purchasing system through which a product is purchased and the retailer at which the buyer takes possession of the product, where that agreement is for a price distinct from the price the buyer agrees to pay for the product.

E. Independent Claim 106

Claim 106 stands rejected under 35 U.S.C. §103(a) as unpatentable over Mori in view of Johnson. Claim 106 has been amended to recite the following feature:

“providing to at least one of a retailer and the delivery service a second price for the product once the product is delivered to the buyer,

wherein the second price is a price for the product agreed upon between at least one of the retailer and an operator of the delivery service and an operator of the purchasing system and is not based on the first price.”

Such a feature is not taught or suggested by Mori or Johnson, alone or in combination. As discussed with reference to claim 1, in Mori a buyer agrees to pay a particular price for a product and a payment based on that price is provided to the seller of the product. There is no separate agreement in Mori for a price of the product reached between a purchasing system through which a product is purchased and the



retailer at which the buyer takes possession of the product, where that agreement is for a price distinct from the price the buyer agrees to pay for the product. Johnson teaches a method for applying discounts and does not teach more than one price being agreed upon for the purchase of a particular product.

**CONCLUSION**

For the foregoing reasons it is submitted that all of the claims pending after the amendments made herein are now in condition for allowance and the Examiner's early re-examination and reconsideration are respectfully requested.

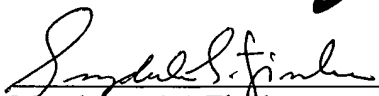
Alternatively, if there remains any question regarding the present application or any of the cited references, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is cordially requested to contact Magdalena M. Fincham at telephone number 203-461-7041 or via electronic mail at [mfincham@walkerdigital.com](mailto:mfincham@walkerdigital.com).

**Petition for Extension of Time to Respond**

Applicants hereby petition for a **two-month** extension of time with which to respond to the Office Action. Please charge \$205.00 for this petition to our Deposit Account No. 50-0271. Please charge any additional fees that may be required for this Response, or credit any overpayment to Deposit Account No. 50-0271.

If an additional extension of time is required in addition to that requested in this petition for an extension of time, please grant a petition for that extension of time which is required to make this Response timely, and please charge any fee for such extension to Deposit Account No. 50-0271.

Respectfully submitted,

  
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Date

CLAIM AMENDMENTS  
VERSION WITH CHANGES MARKED

Please SUBSTITUTE the following claims for the pending claims of the same number:

1. (AMENDED) A method of providing a product to a buyer who purchased the product through a purchasing system, comprising:

- receiving from the buyer redemption information;
- receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product;
- providing the product to the buyer; and
- receiving from a party different from the buyer a payment in exchange for providing the product to the buyer,

wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on a second price of the product that the buyer agreed to pay to the party different from the buyer.

38. (AMENDED) A medium storing instructions adapted to be executed by a processor to perform a method for providing a product to a buyer who purchased the product through a purchasing system, said method comprising:

- receiving from the buyer redemption information;
- receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product;
- providing the product to the buyer; and
- receiving from a party different from the buyer a payment in exchange for providing the product to the buyer,

wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on a second price of the product that the buyer agreed to pay to the party different from the buyer.

39. (AMENDED) A method of operating a retailer system to provide a product to a buyer who purchased the product through a purchasing system, comprising:

- receiving from the buyer a pseudo payment identifier;
- sending the pseudo payment identifier to a payment processing system, the payment processing system being configured to receive payment identifiers;
- receiving an authorization from the payment processing system;
- providing the product to the buyer; and
- receiving from a party different from the buyer a payment in exchange for providing the product to the buyer,

wherein the payment is based on a first price of the product agreed upon between an operator of a retailer system and the party different from the buyer and not on a second price of the product that the buyer agreed to pay to the party different from the buyer.

41. (AMENDED) A retailer device, comprising:

- a processor; and
- a storage device coupled to said processor and storing instructions adapted to be executed by said processor to:
  - receive from the buyer redemption information;
  - receive from the purchasing system verification information enabling the authorization of the buyer to take possession of the product;
  - provide the product to the buyer; and
  - receive from a party different from the buyer a payment in exchange for providing the product to the buyer,

wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on a second price of the product that the buyer agreed to pay to the party different from the buyer.

42. (AMENDED) A retailer system apparatus, comprising:

- means for receiving from the buyer redemption information;
- means for receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product;
- means for providing the product to the buyer; and
- means for receiving from a party different from the buyer a payment in exchange for providing the product to the buyer,

wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on a second price of the product that the buyer agreed to pay to the party different from the buyer.

43. (AMENDED) A medium storing instructions adapted to be executed by a processor to perform a method for operating a retailer system, said method comprising:

- receiving from the buyer redemption information;
- receiving from the purchasing system verification information enabling the authorization of the buyer to take possession of the product;
- providing the product to the buyer; and
- receiving from a party different from the buyer a payment in exchange for providing the product to the buyer,

wherein the payment is based on a first price of the product agreed upon between a retailer and the party different from the buyer and not on a second price of the product that the buyer agreed to pay to the party different from the buyer.

45. (AMENDED) A method of providing a product to a buyer who purchased the product through a purchasing system, comprising:

- receiving from the purchasing system verification information authorizing a plurality of buyers to take possession of products;
- receiving from a buyer a redemption code;
- comparing the received redemption code with the received verification information; [and]
- providing the product to the buyer; and

receiving from the purchasing system a payment in exchange for providing the product to the buyer,

wherein the payment is based on a first price of the product agreed upon between a retailer and the purchasing system and not on a second price of the product that the buyer agreed to pay to the purchasing system.

46. (AMENDED) A method of operating a purchasing system, comprising:

arranging through a communication network for a buyer to purchase a product from a seller, [ at a first price; and]

wherein the buyer agrees to pay a first price for the product;

sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer, different from the seller, that offers the product for sale at a second price; and

providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer,

wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product.

97. (AMENDED) A method of operating a purchasing system, comprising:

arranging through a communication network for a buyer to purchase a product from a seller at a first price;

selecting a retailer from a plurality of retailers, the retailer offering the product for sale at a second price;

sending to the buyer redemption information, including a redemption code;

receiving information related to an attempt to take possession of the product;

sending a verification authorizing the buyer to take possession of the product;

receiving from the buyer payment of an amount based on the first price; and

providing to the retailer an amount based on [the second] a third price for the product,

wherein the third price is based on an agreement between an operator of the purchasing system and the retailer and not on the first price that the buyer agreed to pay for the product.

101. (AMENDED) A method of operating a purchasing system, comprising:

receiving through a communication network a buyer offer, including a buyer-defined first price, information about a product and a buyer payment identifier, from a buyer;

determining if the buyer offer will be accepted by a seller;

selecting at least one retailer from a plurality of retailers;

adjusting a spending limit associated with a pseudo payment identifier;

sending redemption information, including the pseudo payment identifier and information enabling the creation of a voucher, to the buyer;

receiving the pseudo payment identifier from a credit card processing system;

sending a verification authorizing the buyer to take possession of the product;

re-adjusting the spending limit associated with the pseudo payment identifier;

[and]

receiving payment of an amount based on the first price using the buyer payment identifier; and

providing to a retailer at which the buyer took possession of the product a second price,

wherein the second price is a price previously agreed upon between an operator of the purchasing system and at least one of the retailer and the seller and is not based on the first price defined by the buyer.

102. (AMENDED) A purchasing system device, comprising:

a processor; and

a storage device coupled to said processor and storing instructions adapted to be executed by said processor to:

arrange through a communication network for a buyer to purchase a product from a seller, [at a first price; and]

wherein the buyer agrees to pay a first price for the product,  
send redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price; and

provide to the retailer a third price for the product once the buyer takes possession of the product at the retailer,

wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product.

103. (AMENDED) A purchasing system apparatus, comprising:

means for arranging through a communication network for a buyer to purchase a product from a seller, [at a first price; and]

wherein the buyer agrees to pay a first price for the product;

means for sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price; and

means for providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer,

wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product.

104. (AMENDED) A medium storing instructions adapted to be executed by a processor to perform a method for operating a purchasing system, said method comprising:

arranging through a communication network for a buyer to purchase a product from a seller, [at a first price; and]

wherein the buyer agrees to pay a first price for the product;



sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price; and

providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer,

wherein the third price is a price for the product agreed upon between the retailer and the seller and is not based on the first price that the buyer agreed to pay for the product.

106. (AMENDED) A method of operating a purchasing system, comprising:

arranging through a communication network for a buyer to purchase a product from a seller, [at a first price; and]

wherein the buyer agrees to pay a first price for the product;

sending redemption information to the buyer; the redemption information enabling the buyer to receive the product from a delivery service; and

providing to at least one of a retailer and the delivery service a second price for the product once the product is delivered to the buyer,

wherein the second price is a price for the product agreed upon between at least one of the retailer and an operator of the delivery service and an operator of the purchasing system and is not based on the first price.

109. (AMENDED) A method of operating a purchasing system, comprising:

arranging through a communication network for a buyer to purchase a product from a seller, [at a first price; and]

wherein the buyer agrees to pay a first price for the product;

sending redemption information to the buyer, the redemption information enabling the buyer to take possession of the product at a retailer that offers the product for sale at a second price; and

providing to the retailer a third price for the product once the buyer takes possession of the product at the retailer,

wherein the third price is a price for the product agreed upon between the retailer and at least one of the seller and the purchasing system and is not based on the first price that the buyer agreed to pay for the product.